

MEMORANDUM OF AGREEMENT (MOA)
AMONG
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,
US FOREST SERVICE, PACIFIC SOUTHWEST REGION
AND THE
CALIFORNIA STATE ASSOCIATION OF COUNTIES and
REGIONAL COUNCIL OF RURAL COUNTIES,
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Title:

Definitions. As used in this MOA, the following terms shall be defined as stated below:

"CSAC" means California State Association of Counties.

"RCRC" means Regional Council of Rural Counties.

"County" means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

"USFS" means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

"BLM" means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, under the laws of Congress, executive orders, and federal regulations are responsible for the management of the federal public lands, national forests and their resources. The USFS and BLM have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.
2. CSAC and RCRC represent all of California's 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California's citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to

help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA,

- A. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- B. For each participating county, the USFS Regional Forester shall designate a USFS contact from each forest that contains land within that county. This contact can be a "position" rather than a specific individual.
- C. For each participating county, the BLM State Director shall designate a BLM contact from each field office that contains land within that county. This contact can be a "position" rather than a specific individual.
- D. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- E. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- F. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

I. THE USFS and BLM SHALL:

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the county designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the

development of the project description prior to public scoping. Such notification shall be to the designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

- C. Understand that the County General Plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the county.
- D. Meet with the County Board of Supervisors at their request on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.
- F. The federal agencies will evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to work with County officials to achieve mutually agreeable results, consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how they considered county plans, other adopted policies, and input, and why they could not achieve consistency.

II. THE COUNTY SHALL:

- A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.
- B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.
- C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.
- D. The County will endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.
- E. Meet with the federal agencies at their request.
- F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.
- G. Make every effort, consistent with state and county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or

federal statutes or regulations, Resource Advisory Committees, federal or county workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties.

This MOA becomes effective upon signature of all parties.

This MOA is expected to continue for five years from the date of the last signature, after which it will be reviewed. If all parties concur, it will automatically be renewed for an additional five year term.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

ESTABLISHMENT OF RESPONSIBILITY. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of

this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer anything of value.

AUTHORIZED REPRESENTATIVES: By signature below, the signatory officially certifies that the individuals listed in this document as representatives of the signatory are authorized to act in their respective areas for matters related to the development of this agreement.

RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region
Date _____

JIM KENNA, State Director
USDI Bureau of Land Management, California State
Office
Date _____

PAUL McINTOSH, Executive Director
California State Association of Counties
Date _____

GREG NORTON, President
Regional Council of Rural Counties
Date _____

The authority and format of this MOA has been reviewed and approved for signature.

LYNNE SHOLTY, Grants & Agreements Specialist
U.S. Forest Service, Pacific Southwest Region
Date _____

